



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Dept. of Transportation	810	Proc./Region Three	referred to as STATE and the following:
Agency Name	Agency Code	Division	
CONTRACTOR	Precision Pest Control & Lawn Care		LEGAL STATUS OF CONTRACTOR
	Name		<input type="checkbox"/> Sole Proprietor
	P O Box 254		<input type="checkbox"/> Non-Profit Corporation
	Address		<input checked="" type="checkbox"/> For-Profit Corporation
Fairview	UT	84629	<input type="checkbox"/> Partnership
City	State	Zip Code	<input type="checkbox"/> Government Agency
Travis Osmond	(435)	581-3380	
Contact Person	Phone Number		
043744562	111267A	96225000000	
Federal ID#	Vendor Number	Commodity Code(s)	

2. CONTRACT TYPE AND PURPOSE:

This is a firm fixed price contract to provide the State with animal carcass removal & disposal in various locations @ .75 cents per mile..

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RF5093-1,
Requisition # 810 56000000073, FY 2005.
4. CONTRACT PERIOD: Effective date 11 - March - 2005. Termination date 10 - March - 2008, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) None.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$ 153,270.00 for costs authorized by this contract
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Scope of Work.
ATTACHMENT C: Special Terms and Conditions.
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RF5093 dated 09-Mar-2005.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR
Travis Osmond
Contractor's Signature
Travis Osmond
Contractor's Name
Owner/Operator
Title

STATE OF UTAH
David K. Miles
David K. Miles, Operations Engineer
APR 14 2005
Director, Division of Purchasing
CONTRACT RECEIVED AND
PROCESSED BY
APR 18 2005
DIRECTOR OF FINANCE
Director, Division of Finance

<u>Debra Boulton</u>	<u>(801) 965-4070</u>	<u>(801) 965-4073</u>	<u>dboulton@utah.gov</u>
Agency Contact Person	Phone Number	Fax Number	Email Address

ENT'D APR 22 2005

APR 22 2005

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract.

unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

ATTACHMENT B: SCOPE OF WORK

1. Removal and disposal of all animal carcasses (wild and domestic; large and small) from highway right-of-ways on the following state routes:

RICHFIELD DISTRICT

TOTAL MILES

- | | | |
|----|---|-------|
| a. | *SR-132 from reference post 41.95 - 63.0
Juab/Sanpete County line to Jct. SR 89
Phone (435) 462-2272 | 21.38 |
| b. | *SR-89 from reference post 208.62 - 264.16
Jct. SR-28 to Sanpete/Utah County line
Phone (435) 462-2272 | 55.8 |
| c. | *SR-28 from reference post 0.00 - 15.91
Jct. SR-89 in Gunnison to Sanpete/Juab County line
Phone (435) 528-7886 | 16.00 |

PRICE DISTRICT

- | | | |
|----|--|-------|
| d. | *SR-191 from reference post 251.43 - 260.22
SR-6 to Carbon/Duchesne County line
Phone (435) 870-8772 | 8.79 |
| e. | *SR-6 from reference post 202.13 - 241.42
Soldier Creek Bridge to Jct. SR-10
Phone (435) 870-8772 | 39.29 |

NOTE: * These sections contiguous with sections contained below in Region Three

REGION THREE

- | | | |
|----|--|-------|
| f. | I-15 northbound from reference post 194.14 - 285.93 | 91.79 |
| g. | I-15 southbound from reference post 285.93 - 194.14
Millard/Juab County line to Utah/Salt Lake County
line and vice versa
Phone (435) 623-1717, (801) 754-3951, (801) 798-6166
(801) 426-4755, (801) 227-8031 (801) 768-9851 | 91.79 |
| h. | *SR-28 from reference post 15.91 - 38.66
Sanpete/Juab County line to I-15
Phone (435) 623-1717 | 22.89 |

ATTACHMENT B: SCOPE OF WORK

REGION THREE CONT.

i.	*SR-132 from reference post 8.67 - 41.95 Millard/Juab County line to Juab/Sanpete County line Phone (435) 623-1717	33.28
j.	SR-198 from reference post 0.00 - 15.72 I-15 in Santaquin to Jct SR - 6 in Spanish Fork Phone (801) 754-3951 (801) 798-6166	15.72
k.	*SR-6 from reference post 177.20 - 202.13 Jct. SR-198 to Soldier Creek Bridge Phone (801) 798-6166	24.93
l.	*SR-89 from reference post 264.16 - 280.00 Sanpete/Utah County line to Jct. SR-6 Phone (801) 798-6166	15.82
m.	SR-68 from reference post 0.00 - 35.99 Jct. SR-6 in Eureka to Utah/Salt Lake County line Phone (801) 754-3951, (801) 768-9851	36.17
n.	SR-73 from reference post 15.65 - 36.36 Tooele/Utah County Line to Jct. SR-68 Phone (801) 768-9851	20.53
o.	SR-92 from reference post 0.00 - 6.87 I-15 to Jct. SR-146 Phone (801) 768-9851	7.40
p.	SR-146 from reference post 1.22 - 6.005 1100 North in Pleasant Grove to Jct. SR-92 Phone (801) 227-8031	4.07
q.	SR-52 from reference post 1.76 - 4.5 Jct. 89 to Provo Canyon Phone (801) 227-8031	2.78
r.	SR-189 from reference post 5.06 - 29.0 3300 North Provo to Heber at Jct. US-40 Phone (801) 426-4755, (801) 227-8031, (435) 654-0191	24.22

ATTACHMENT B: SCOPE OF WORK

REGION THREE CONT.

- | | | |
|----|--|-------|
| s. | SR-32 from reference post 0.00 - 7.69
Jct. US-40 to RP 7.69
Phone (435) 654-0191 | 7.69 |
| t. | SR-40 from reference post 5.97 - 87.00
Summit/Wasatch County line to Jct SR-191 in Duchesne
Phone (435) 654-0191, (435) 548-2625
(435) 848-5665, (435) 738-5731 | 79.70 |
| u. | SR-191 from reference post 260.22 - 294.85
Carbon/Duchesne County line to Jct SR-40 in Duchesne
Phone (435) 738-5731 | 34.63 |
-
2. The approximate mileage to be paid and covered by this contract is 655 miles.
 3. The Contractor agrees to patrol all routes in all areas two (2) times per week, 52 weeks per year.
 4. The Contractor shall patrol each route on Monday and Thursday of each week. Any changes that the Contractor proposes to the schedule shall be approved in advance by UDOT.
 5. All patrols shall be performed during daylight hours. The contractor shall provide multiple vehicles and equipment as needed to ensure that all animals on all routes are picked up during the patrol times each week. If the vehicles reach capacity then the Contractor shall be required to dispose of the load and return to the same site where he/she left off and resume the removal. Extra payment for dumping and returning shall not be paid for as extra mileage.
 6. On **interstate** highways, where the lanes are divided, patrols shall be made in alternating directions so both lanes of the **interstate** will be patrolled. Removal shall be performed in both directions of travel.
 7. The Contractor shall provide all labor and equipment necessary to patrol the roadway, pickup and dispose of the remains.
 8. The Contractor shall acquire and complete a "Big Game Highway Mortality Record" from the Division of Wildlife Resources and submit it to the UDOT weekly; if it is not provided then the monthly invoice will not be paid until documentation is received.

ATTACHMENT B: SCOPE OF WORK

9. The Contractor agrees to secure and maintain all necessary licenses, permits and bonds that may be required by the State or local authorities to perform this service.
10. The Contractor also agrees to dispose of the carcasses in accordance with all ordinances and laws in compliance with the regulations of the State Board of Health. The Contractor shall remove and dispose of any cow or horse carcasses and must obtain clearances from local law enforcement offices as needed. The Contractor shall submit dump receipts with the monthly invoices so that verification of proper disposal can be completed. Dumping of animal carcasses in a manner that violates federal, state and/or local laws shall not be permitted and if discovered will be referred to the proper authorities for legal action
11. The Contractor shall stop at the Port-of-Entry in the area being patrolled and have load verified and a signature sign off on the daily log sheet; failure to comply with this shall result in non-payment of the monthly invoice .
12. The Contract shall maintain a logged entry by each day and routes patrolled so that all mileage patrolled can be verified for each day. The daily mileage log sheets must be developed by the Contractor and approved by UDOT prior to use. Copies of log sheets must be submitted with the monthly invoice for verification prior to payment.
13. The Contractors monthly billing invoices will show the total mileage patrolled each day that the Contractor works, even if only a partial patrol is done.
14. The Contractor will be required to have a cell phone while on patrol and will call each Maintenance station on the day they patrol the station area and will notify station personnel of roads patrolled on that particular day. All stations have answering machines therefore leave a message if no one is available. Failure to comply with this requirement may result in termination of the contract and/or only partial payment of the invoice.
15. Contractor will stop and document animal carcass pickup in the roadside boxes in the Richfield District area which UDOT has installed at various routes along patrol routes to better verify animal carcass pickup and to help with communication between UDOT and Contractor. Locations are available by calling Les Henrie at (435) 896-1310. Boxes will be installed in other areas as needed throughout the contract period.

ATTACHMENT C: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT PURCHASE:** This is a contract to provide the State with animal carcass pickup and disposal service for a period of three (3) years.
2. **CONTRACT ACCEPTANCE:** If the Contractor fails to return four (4) signed copies of this contract to the Utah Department of Transportation by _____, the State reserves the right to not execute the contract and to obtain materials/services from the next lowest responsive/responsible bidder.
3. **QUANTITY OR AMOUNT ESTIMATES:** The State does not guarantee to purchase any amount under this contract.
4. **PRICING:** The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for three (3) years.

ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR THE SAME LENGTH OF TIME AS INDICATED ABOVE AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY SUCH REQUEST MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON ANY PRICING IN THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

5. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.
6. **INVOICING:** In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices. The Contractor shall submit invoices to the Utah Department of Transportation, Region Three, 658 North 1500 West, Orem, Utah 84057. The State will remit payment by mail.
7. **EMPLOYEE INFORMATION:** The Contractor must provide names and telephone numbers of individual(s) who will be performing the services outlined in the contract and must immediately notify the State Representative of any change of address or change of telephone number of the Contractor and/or the individual(s) performing the services. Failure to do so may be cause for termination. If the State determines to terminate the contract, Paragraph 12 of Attachment A, Standard Terms and Conditions may be superceded and immediate termination may occur.